

1 BILL NO. S-86-12-122

2 SPECIAL ORDINANCE NO. S-21786

3 AN ORDINANCE approving Contract
4 for Eastland Gardens-Woodland Acres-
5 Stinson's Subdivision, Res. 900-86,
6 Storm Sewer Improvement Project,
7 between the City of Fort Wayne,
8 Indiana and John Dehner, Inc.,
9 in connection with the Board of
10 Public Works and Safety.

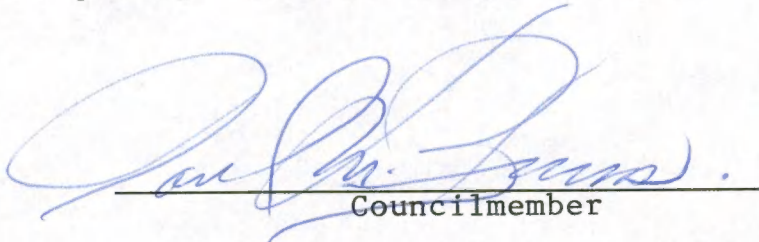
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the annexed Contract for Eastland
14 Gardens-Woodland Acres-Stinson's Subdivision, Res. 900-86, Storm
15 Sewer Improvement Project, between the City of Fort Wayne, by
16 and through its Board of Public Works and Safety, and John Dehner,
17 Inc., is hereby ratified, and affirmed and approved in all respects.
18 The work under said Contract requires:

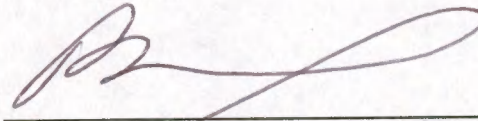
19 improvements per the attached Resolution;
20 the Contract price is One Million Five Hundred Ninety-Nine Thousand
21 Two Hundred Nine and 15/100 Dollars (\$1,599,209.15).

22 SECTION 2. Prior Approval was received from Common
23 Council with respect to this Contract, on November 25, 1986.
24 Two (2) copies of the Contract, attached hereto, are on file
25 with the City Clerk, and are made available for public inspection,
26 according to law.

27 SECTION 3. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all necessary
29 approval by the Mayor.

30 
Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.

DATE: 12-9-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 217-86
on the 22nd day of December, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 26th day of December, 1986,
at the hour of 11:00 o'clock M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of December,
1986, at the hour of 11:00 o'clock M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, which will hear all interested persons, including those whose property is or will be affected by the proposed storm works and on any other matter pertaining to the said proposed works. Said proposed works only for use by property holders whose property abuts along the line of said works within the following described area:

The Southeast Quarter Section 30; Township 30 North, Range 13 East Allen County, Indiana.

Main Line: Beginning at an existing manhole located 15± LF North and 27± LF West of the intersection of Ridgeway Drive and Hessen Cassel Road; thence North 715± LF to a proposed manhole; thence West 1465± LF to a proposed manhole; thence North 685± LF to a proposed manhole and the end of the main line.

Lateral #1: Beginning at an existing manhole located 15± LF North and 27± LF West of the intersection of Ridgeway Drive and Hessen Cassel Road; thence Southwest 45± LF to a proposed manhole; thence West 660± LF to a proposed manhole and the end of Lateral #1.

Lateral #2: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Dexter Drive and Hessen Cassel Road; thence West 1080± LF to a proposed manhole and the end of Lateral #2.

Lateral #3: Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Dellview Drive and Lemar Drive; thence West 300± LF to a proposed manhole and the end of Lateral #3.

Lateral #4: Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Stinson Drive and Lemar Drive; thence West 350± LF to a proposed manhole and the end of Lateral #4.

Lateral #5: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Dellview Drive and Hessen Cassel Road; thence North 695± LF to a proposed manhole; thence West 920± LF to a proposed manhole and the end of Lateral #5.

Lateral #6: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Stinson Drive and Hessen Cassel Road; thence West 800± LF to a proposed manhole and the end of Lateral #6.

Lateral #7: Beginning at a proposed manhole located 12± LF South and 9± LF East of the Southeast corner Lot #112 Eastland Gardens Section "B"; thence Northerly 185± LF to a proposed manhole; thence East 340± LF and the end of Lateral #7.

Main Line "A": Beginning at a proposed manhole located 5± LF East and 140± LF North of the intersection of Autumnview Drive and Tillman Road; thence North 2010± LF to a proposed manhole; thence East 1830± LF to a proposed manhole and the end of Main Line "A".

Lateral "B": Beginning at a proposed manhole located 15± LF East and 15± LF South of the intersection of Autumnview Drive and Ridgeway Drive; thence East 490± LF to a proposed manhole and the end of Lateral "B".

Lateral "C": Beginning at a proposed manhole located 15± LF East and 15± LF South of the intersection; thence East 550± LF to a proposed manhole and the end of Lateral "C".

Lateral "D": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Stinson Drive; thence East 130± LF to a proposed manhole and the end of Lateral "D".

Lateral "E": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Castle Drive; thence East 395± LF to a proposed manhole and the end of Lateral "E".

Lateral "F": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Oakwood Drive; thence North 280± LF to a proposed manhole; thence East 395± LF to a proposed manhole and the end of Lateral "E".

Said sewers shall be 12', 15", 18", 21", 24", 27", 30", 36", and 42" in diameter.

And, said sewer with all its appurtenances shall be constructed in accordance with the plans, profiles, and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said drainage improvement project shall be paid and shared by the City of Fort Wayne through City of Fort Wayne Bond Issue and by benefited property owners through Barrett Law assessment.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and all provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the Board of Public Works & Safety, per annum, and shall be financed by the Barrett Law Improvement Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

All proceedings and works done on said improvements, assessments of property, collection of assessments and issuance of bonds, therefore shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

The Board reserves the right to confirm, modify or rescind said Resolution.

ADOPTED this 30th day of July, 1986.

BOARD OF PUBLIC WORKS & SAFETY

By

David J. Kiest
David J. Kiest, Director

By

Cosette R. Simon
Cosette R. Simon, Director

By

Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: Eastland Gardens-Woodland Acres-Stinson's Subdivision Contract No. 900-1986

CONTENTSResolution No. 900-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1 - SI/3	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications

ATTACHMENTS

X			Project Plans Drawing # SY-11085	
X			General Specifications and Conditions	
			Detail Standard Construction Standards	
			WPCE Department, City of Fort Wayne	
		EA/1-EA/4	Escrow Agreement	
X		EW/1	Right-of-Way Cut Permit	
X		NP/1	Notice to Proceed	
X		CO/1-CO/2	Change Order - Specimen Form	
X		AP/1	Apartheid Policy	
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1 <i>Gregory Dehner</i>	Date 11/7/86	Amendment No. 2 <i>Gregory Dehner</i>	Date 11-10-86
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BID SUBMITTED

JOHN DEHNER, INC.

Contractor

By: *Gregory Dehner*

Its Vice-President

Offer

Date November 12, 1986

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works & Safety

John P. Gind
J. D. Conover

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Copeland Trucking Co.	Ft. Wayne, In.	Removal Trucking
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking Co.	Ft. Wayne, In.	Hauling Material
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor JOHN DEHNER, INC.

Contractor _____

By Gregory Dehner

By _____

Its Vice-President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.

By

Gregory Dehner
Gregory Dehner

Its

Vice-President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation ~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock ___.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE

Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Eastland Gardens, Woodland Acres and Stinson's Subdivision
Resolution 900-1986

All work will be performed in accordance with: Resolution No. 900-1986, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ 1,527,002.81. (If the unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 250 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project herein defined on or before 31 July 1987).

The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ 250.00 price per day for each and every day after 31 July 1987. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198__.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 12th day of November, 1986.

JOHN DEHNER, INC.

Name of Corporation

By: *Gregory Dehner*
Vice-President Gregory Dehner

ATTEST:

Edward L. Dehner
Secretary - Edward L. Dehner

SCHEDULE OF ITEMS

DATE: NOVEMBER 12, 1986

PROJECT: EASTLAND GARDENS - CONSTRUCTION

RES. NO: 900-1986

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
1	Type II-A Manhole (120")	1	EA	5,134.07	5,134.07
2	Type II-A Manhole (84")	2	EA	3,396.82	6,793.64
3	Type II-A Manhole (72")	1	EA	2,666.61	2,666.61
4	Type I-A Manhole (48")	19	EA	1,238.67	23,534.73
5	Type VI-A Manhole (48") Drop	2	EA	3,039.48	6,078.96
6	Type II-G Manhole (84")	1	EA	3,396.82	3,396.82
7	Type II-G Manhole (72")	3	EA	2,836.10	8,508.30
8	Type II-G Manhole (60")	2	EA	1,843.18	3,686.36
9	Type I-G Manhole (48")	15	EA	1,238.67	18,580.05
10	Type III-G Manhole (48")	4	EA	932.18	3,728.72
11	Type I-G Inlets	73	EA	628.52	45,881.96
12	42" RCP CL III Plain Joint Inc. Mastic	950	LF	75.79	72,000.50
13	36" RCP CL IV Plain Joint Inc. Mastic	1060	LF	78.37	83,072.20
14	36" RCP CL III Plain Joint Inc. Mastic	370	LF	67.02	24,797.40
15	30" RCP CL III Plain Joint Inc. Mastic	640	LF	50.11	32,070.40
16	27" RCP Class III Plain Joint Inc	810	LF	40.23	32,586.30
17	24" RCP Class III with O Ring	1665	LF	36.20	60,273.00
18	21" RCP Class III with O Ring	1320	LF	30.21	39,877.20
19	18" RCP Class III with O Ring	3300	LF	26.99	89,067.00
20	15" RCP Class III with O Ring	2100	LF	23.03	48,363.00
21	12" RCP Class IV with O Ring	4800	LF	18.53	88,944.00
22	12" D.I. Class 50	70	LF	35.50	2,485.00
23	8" D.I. Class 50	280	LF	26.78	7,498.40
24	12" CMP Furnish and Install	6000	LF	17.08	102,480.00

SCHEDULE OF ITEMS

DATE: NOVEMBER 12, 1986

PROJECT: EASTLAND GARDENS - CONSTRUCTION

RES. NO: 900-1986

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
25	Regrade & Impr. Exist. Side Ditch	36200	LF	5.33	192,946.00
26	Special Backfill	2900	CY	19.33	56,057.00
27	Asphalt for Streets	1100	SY	12.31	13,541.00
28	Concrete Drive Replacement	1050	SY	18.19	19,099.50
29	#11 Stone for Driveways	550	TN	10.70	5,885.00
30	Connect Exist.Tile to Storm Sewer 4" thru 8"	60	EA	80.25	4,815.00
31	Connect Exist.Tile to Storm Sewer 10" and up	20	EA	107.00	2,140.00
32	Replace Existing Field Tile	400	LF	8.56	3,424.00
33	2"Seed,Mulch,Fertilizer,CFW Std. Including Topsoil	70758	SY	1.55	109,674.90
34	Remove Exist. Pipe 4" through 15"	1000	LF	4.24	4,240.00
35	Cleaning right-of-way brush & tree removal	1	LS	10,700.00	10,700.00
36	6" Concrete Curb Replacement	200	LF	6.30	1,260.00
37	Yard Walk Replacement	22	SY	19.19	422.18
38	Concrete Headwall Replacement	6	EA	211.86	1,271.16
39	Bulkhead Existing Pipe	12	SF	70.62	847.44
40	Ensacment of Existing 12" San. S	3	EA	1,070.00	3,210.00
41	Adjust 16" Water Main	5	EA	3,813.48	19,067.40
42	Adjust 8" Water Main	4	EA	2,648.25	10,593.00
43	Adjust 6" Water Main	3	EA	2,331.37	6,995.61
44	Adjust Water Service	150	EA	100.00	15,000.00
45	Pavement Removal	7100	SY	7.64	54,244.00
46	Stone Shoulder	2000	TN	9.23	18,460.00

Sub-Total Items 1 thru 46

\$ 1,365,397.81

SCHEDULE OF ITEMS

DATE: NOVEMBER 12, 1986

PROJECT: EASTLAND GARDENS - CONSTRUCTION

RES. NO: 900-1986

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
47	Asphalt Drive Replacement	700	SY	15.69	10,983.00
48	Double Chip & Seal	45400	SY	1.90	86,260.00
49	Base Stabilization	300	CY	19.32	5,796.00
50	Scarify Pavement Complete	45400	SY	1.29	58,566.00

Sub-Total Items 47 thru 50 \$ 161,605.00

Base Bid Total \$ 1,527,002.81
 (Base Bid Total of Items 1 thru 50 shall be placed on Page S-1)

ALTERNATE #1

51	5' x 10' Utility Box Type Struct.	1	EA	5,242.83	5,242.83
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ALTERNATE #2

52	H.A.C. #5 BASE	1710	TN	24.43	41,775.30
53	H.A.C. #9 BINDER	4994	TN	23.51	117,408.94
54	H.A.C. A-2 SURFACE	2637	TN	28.30	74,627.10

Total Alternate #2 \$ 233,811.34

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers ~~and~~ _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gregory Dehner

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 12th day of November, 1986.

My Commission Expires:

September 8, 1987

Richard E. Ensley
Notary Public Richard E. Ensley
Resident of Allen County

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) JOHN DEHNER, INC. as Principal
and UNITED STATES FIDELITY AND GUARANTY COMPANY
and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID
(\$ 5% of Bid) Dollars, to be paid City of Fort Wayne, Indiana, or its
successors or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.


Signed and sealed at Fort Wayne, Indiana this day of 12th November, 1986.

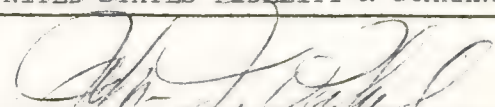
The condition of this obligation is such that if the accompanying bid or pro-
posal of JOHN DEHNER, INC. made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 12th day of November, 1986.

JOHN DEHNER, INC.

UNITED STATES FIDELITY & GUARANTY CO.


Principal Gregory Dehner - Vice-President


Surety* Attorney-in-fact

*If signed by an agent appropriate power
of attorney shall be attached.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

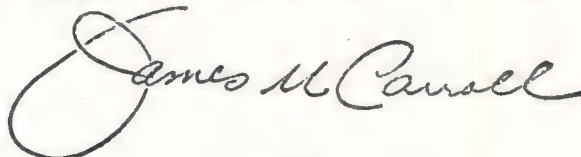
I, **James M. Carroll**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green**

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

11-12-86 (Date)



.....
Assistant Secretary.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Dehner, the _____
Vice-President, of JOHN DEHNER, INC.
Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31st day of December 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: November 12, 1986

Signature

Gregory Dehner
Vice-President

Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 12th day of November, 1986.

Richard E. Ensley
Notary Public Richard E. Ensley
Resident of Allen County

My Commission Expires:

September 8, 1987

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of JOHN DEHNER, INC.

_____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

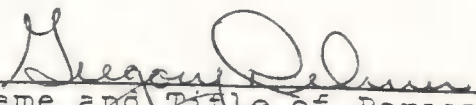
The undersigned states, on behalf of JOHN DEHNER, INC.

_____, that JOHN DEHNER, INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 12th day of November, 1986.

JOHN DEHNER, INC.

(Name of Bidder/Vendor)



(Name and Title of Person Signing)
Gregory Dehner - Vice-President

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That JOHN DEHNER, INC.

..... as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Fort Wayne, Board of Public Works and Safety

as Oblige, hereinafter called Owner, in the amount of One Million, Five Hundred Ninety Nine
Thousand, Two Hundred Nine and 15/100----- Dollars (\$1,599,209.15),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 20,..... 1986 entered into a contract with Owner for

Resolution 900-1986

Eastland Gardens, Woodland Acres, Stinson's Sub Division Storm Sewer

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)

....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 20th..... day of November....., 1986.

In the presence of:

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Hannon
(Witness)

JOHN DEHNER, INC.

By David A. Dehner PRESIDENT (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By John J. Dehner (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That JOHN DEHNER, INC.

..... as Principal,
hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works and Safety
as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Million,
Five Hundred Ninety Nine Thousand, Two Hundred Nine & 15/100- Dollars (\$ 1,599,209.15),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 20 19 86, entered into a contract with Owner for
Resolution 900-1986, Eastland Gardens, Woodland Acres, Stinson's Sub
Division Storm Sewer
in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

..... which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material,
or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who
has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The
Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the
following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy
the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope
addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that
such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation
shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part
thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive
of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the
amount of such lien be presented under and against this bond.

Signed and sealed this 20th day of November, 19 86

R. E. Easley
(Witness)
YASTE, ZENT & RYE AGENCY, INC.
Carol J. Jellison
(Witness)

JOHN DEHNER, INC.
By Suad Dehner PRESIDENT (Seal)
Principal
By UNITED STATES FIDELITY AND GUARANTY COMPANY
(Seal)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne , State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND. }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sgt.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

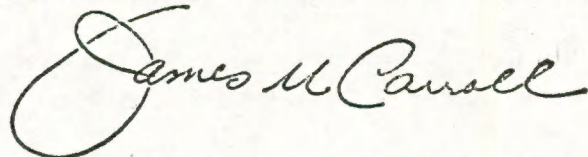
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 20, 1986

(Date)



.....
Assistant Secretary.

TITLE OF ORDINANCE Contract for Eastland Gardens-Woodland Acres-Stinson's Subdivision
Res. 900-86, Storm Sewer Improvement
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *J-86-12-12*
SYNOPSIS OF ORDINANCE The Contract for Eastland Gardens-Woodland Acres-Stinson's Sub-
division is described on the attached Resolution. John Dehner, Inc., is the contractor.
PRIOR APPROVAL WAS RECEIVED ON NOVEMBER 25, 1986.

EFFECT OF PASSAGE Improved Storm Sewer Conditions as per the attached Resolution.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$1,599,209.15

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-12-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXX approving Contract for Eastland
Gardens-Woodland Acres-Stinson's Subdivision, Res. 900-86,
Storm Sewer Improvement Project, between the City of Fort Wayne,
Indiana and John Dehner, Inc., in connection with the Board of
Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) XXXXXXXXXX UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~) XXXXXX

YES

NO

Paul M. Burns
PAUL M. BURNS
CHAIRMAN

Thomas C. Henry
THOMAS C. HENRY
VICE CHAIRMAN

Ben A. Eisbart
BEN A. EISBART

James S. Stier
JAMES S. STIER

Mark E. GiaQuinta
MARK E. GiaQUINTA

CONCURRED IN 12-23-86

SANDRA E. KENNEDY
CITY CLERK